

deeds are abstracted in the past tense (for example, "It was witnessed"³).

The following points should always be borne in mind in preparing an abstract of title.

Powers of Attorney

Where any abstracted deed was executed by someone under a power of attorney created on or after 1st January, 1926, the purchaser's solicitor is entitled to production of the power of attorney and to have a sufficient extract free of charge (unless the original power of attorney is to be handed over to him on completion), although the power of attorney is prior to the root of title.

Restrictive Covenants

Where the land is sold subject to already imposed restrictive covenants, the purchaser is entitled to an abstract or copy of them, even where such covenants are contained in a deed earlier than the root of title. In this connection, however, it should be borne in mind that a restrictive covenant made before the coming into force of the Law of Property Act, 1925 (i.e. 1st January, 1926), is not binding against a purchaser unless he has had notice thereof—and that a restrictive covenant made after the 1st January, 1926, must (to be binding on a purchaser) be registered as a land charge. When property is being sold subject to

already imposed restrictive covenants,
the practice
is to deliver a full *copy* of the covenants
with the
draft contract, the copy so supplied
being deemed
to be part of the abstract of title.

Description of Land by Plan

Where in a deed forming the root of
title, the